IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.1480 OF 2003
IN
SUIT NO.1164 OF 1996

Stephen Laslie Victor D'Souza & Ors. ...Plaintiffs
Vs.
Stanley Antony D'Souza & Ors. ...Defendants

Mr.D.H.Mehta i/b. Mr. N.M. Shah for Plaintiffs
Ms. Nutan i/b. Mr. D.S. Sakhalkar for Defendants

CORAM: SMT.R.S.DALVI,J.
DATED: 5TH AUGUST, 2005

P.C.

1. There has been a lot of litigation between the parties pending the suit which has remained on Board for the last 8 years. This Notice of Motion has been taken out more than two years ago. The Defendants require certain repairs to be carried out to the suit structure. The repairs are titled ''Monsoon repairs''. They are mentioned in the Schedule Exhibit-2 to the affidavit in support of the Notice of Motion.

2. The repairs in terms which are required are to the roof and the verandah. These ''monsoon repairs'' has not been carried out, during monsoons of 2003-2004.

3. Pending the Notice of Motion the verandah has been repaired by the Plaintiffs. The Defendant No.4

who is present in Court accepts this fact. 4. Hence, the repair to the roof is the only repair which is required to be carried out in the Defendant's Notice of Motion. The roof has manglore tiles. The photographs Exhibit-3 to the affidavit in support of the Notice of Motion show certain manglore tiles being damaged and broken. They deserve to be replaced. The Plaintiffs apprehend that in the guise of obtaining such permission from the Plaintiffs more repairs or entire reconstruction may take place. Hence, to meet the ends of justice certain repairs, but under the control of the Plaintiffs who are the owners of the suit property, are required to be allowed. Hence following order.

O R D E R

1. The Defendants shall purchase and obtain such number of manglore tiles as they require to be replaced on the roof. The Plaintiffs agreed to and therefore shall replace the manglore tiles through the Contractor of the Plaintiffs so soon as they are provided by the Defendants.

2. The Defendants shall pay the costs, charges and expenses of such replacements by the Contractor of the Plaintiffs.

3. Further oral application for repairs to

beams/planks which is not mentioned in the schedule are disallowed.

4. Notice of Motion disposed of accordingly.

(SMT.R.S.DALVI,J.)